



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Holmes & Narver/Morrison-Knudsen
File: B-233103
Date: October 18, 1988

DIGEST

Agency decision to terminate a contract line item for the convenience of the government and to resolicit the requirement is a matter of contract administration which is not for consideration under General Accounting Office Bid Protest Regulations.

DECISION

Holmes & Narver/Morrison-Knudsen (Holmes), a joint venture, protests the Army's determination to terminate a contract line item (CLIN) for laundry service under Holmes' contract No. DAAH03-83-C-0049.

On September 20, 1988, the Army exercised its option to extend Holmes' contract, including CLIN 0177, for fiscal year 1989.^{1/} The protester states that on September 30, however, the Army terminated CLIN 0177 for the convenience of the government and awarded another firm a contract to perform the same services.

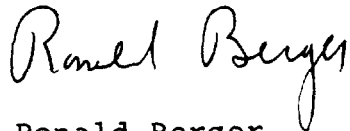
Generally, our Office will not review an agency's decision to terminate a contract for the convenience of the government since by law this is a matter of contract administration for consideration by a contract appeals board or by a court of competent jurisdiction. Hero, Inc., B-221820, May 12, 1986, 86-1 CPD ¶ 450. We review contract terminations only where the contracting agency's action is based upon a determination that the contract was improperly awarded. Id.

^{1/} Apparently, the Army awarded this contract to Holmes approximately 5 years ago. CLIN 0177 for laundry service was one of the services required under Holmes' contract for base operations.

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In its protest, Holmes cites decisions of our Office in which we have reviewed an agency's decision to terminate a contract and to resolicit. See Tiger Optical Electronics Corp., B-225358, Nov. 13, 1986, 86-2 CPD ¶ 560; W.H. Smith Hardware Co., B-222045, May 13, 1986, 86-1 CPD ¶ 455. In those cases, however, the agency's actions were based on a determination that the contract which was terminated had been improperly awarded. Here, there is no allegation that Holmes' contract was improperly awarded, nor is such a conclusion supported by the record. Accordingly, the issue raised by the protester is not for our review.

The protest is dismissed.

A handwritten signature in cursive script that reads "Ronald Berger". The signature is written in dark ink and is positioned above the printed name and title.

Ronald Berger
Associate General Counsel